



**Registration of a Charge**

Company Name: **HH NO. 5 LIMITED**

Company Number: **11992843**



Received for filing in Electronic Format on the: **10/04/2024**

XD0PV06I

**Details of Charge**

Date of creation: **08/04/2024**

Charge code: **1199 2843 0014**

Persons entitled: **U.S. BANK TRUSTEES LIMITED AS SECURITY AGENT**

Brief description: **THE WHOLE OF THE LAND REGISTERED AT THE LAND REGISTRY UNDER THE PARENT TITLE NUMBER CU342078, WHICH TITLE INCLUDES THE INDIVIDUAL PROPERTY KNOWN AS LEVENS VIEW PLOT NUMBER 107 AND SUCH FURTHER LAND AS LISTED IN THE ANNEX TO THE SECURITY AGREEMENT.**

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PINSENT MASONS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11992843

Charge code: 1199 2843 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th April 2024 and created by HH NO. 5 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th April 2024 .

Given at Companies House, Cardiff on 12th April 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

## Form of Security Agreement

8 April 2024

This Deed is made on between:

- (1) **HH No. 5 LIMITED**, a public limited company incorporated under the laws of England and Wales (registered number: 11992843) whose registered office is at 6 Wellington Place, Fourth Floor, Leeds, England, LS1 4AP (the "**Chargor**"); and
- (1) **U.S. BANK TRUSTEES LIMITED**, a private limited company incorporated under the laws of England and Wales (registered number: 02379632) whose registered office is at Fifth Floor, 125 Old Broad Street, London EC2N 1AR (the "**Security Agent**", which expression, where the context so admits, includes any other Security Agent for the time being of this Deed).

### WHEREAS:

- (A) The Chargor has entered into a security deed dated 24 July 2020 (the "**Security Deed**") between the Chargor and the Security Agent.
- (A) The Chargor has agreed to enter into this Security Agreement.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (C) This Security Agreement is supplemental to the Security Deed.

It is agreed as follows:

### 1 Interpretation

- 1.1 Terms defined in the Security Deed have the same meaning in this Security Agreement unless given a different meaning in this Security Agreement. This Security Agreement is both a Security Document and a Finance Document as referred to in the Note Purchase Agreement.
- 1.2 The provisions of Clause 1 (*Interpretation*), Clause 2 (*Covenant to Pay; Demands; Payments*), Clause 3 (*Declaration of Trust*), Clause 6 (*Release and Reassignment*), Clause 7 (*Provisions relating to Security*), Clause 8 (*Restrictions on other Security*), Clause 10 (*Real Property*), Clause 11 (*Bank Accounts*), Clause 12 (*Permitted Investments*), Clause 13 (*Enforcement of Security*), Clause 14 (*Receiver*), Clause 15 (*Delegation*), Clause 16 (*Preservation of Security*), Clause 17 (*Power of Attorney*), Clause 18 (*Application of Proceeds*), Clause 19 (*Fees, Expenses and Indemnities*), Clause 20 (*Changes to Parties*), 21 (*Miscellaneous*), Clause 22 (*Partial Invalidity*), Clause 23 (*Notices*) and Clause 24 (*Modification and Waiver*) of the Security Deed apply to this Security Agreement as though they were set out in full in this Security Agreement except that references to **this Deed** shall be construed as references to this Security Agreement.
- 1.3 The rights, obligations, liabilities, responsibilities, protections, powers, exoneration of, and exercise and any discretion and standard care to be expected from, the Security Agent are in each case subject to the Security Deed and, in the event of conflict between this Security Agreement and the Security Deed, the Security Deed will prevail in all respects.

## 2 **Property Security**

The Chargor, with full title guarantee and as continuing security for the payment and discharge of all Secured Liabilities, hereby:

- (a) **charges by way of first equitable mortgage (which shall take effect as an equitable mortgage until the requisite registrations have been made by the Chargor following an Event of Default as described in the Note Purchase Agreement and Clause 10 of the Security Deed, and thereafter as a first legal mortgage) all the Property referred to in the Annex to this Deed together with all buildings and Fixtures, erections and structures thereon or in the course of construction thereon, the proceeds of sale of all or any part thereof and (so far as the same are capable of being mortgaged) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants;**
- (b) **charges by way of first fixed charge all fixed plant and machinery now or in the future owned by the Chargor and its interest in any fixed plant or machinery in its possession, in each case which form part of the Mortgaged Property;**
- (c) **charges by way of first fixed charge all benefits, rights, title and interest from time to time in and to any Insurances;**
- (d) **charges by way of first fixed charge all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business so far as it relates to the Fixed Security Assets or the use of any of the Fixed Security Assets specified in Clauses 2(a) and 2(b) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;**
- (e) **charges by way of first fixed charge (if and in so far as the assignments set forth in the remainder of this Clause 2 shall for any reason be ineffective assignments), the assets referred to in those Clauses, all debts and all related rights;**
- (f) **assigns by way of security all of its rights, title and interest from time to time in the personal agreements and covenants by the tenants, lessees (which includes for these purposes the Registered Provider), licensees or other parties under the Letting Documents and by all guarantors and all security held by the Chargor from time to time, whether present or future, in respect of the obligations of the tenants, lessees, licensees or other parties under the Letting Documents (including, without limiting the generality of the foregoing, all moneys due and owing to the Chargor or which may become due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith) and all assigned rights;**
- (a) **assigns by way of security all of its rights, title and interest from time to time in all agreements, now or from time to time entered into or to be entered into for the sale, letting or other disposal or realisation of the whole or any part of the Fixed Security Assets (including, without limiting the generality of the foregoing, all moneys due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith);**
- (b) **assigns by way of security all of its rights, title and interest from time to time in all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Chargor to perfect its rights under each such agreement, contract, deed, licence, undertaking, guarantee, covenant,**

warranty, representation or other document) entered into by or given to the Chargor in respect of the Mortgaged Properties and all claims, remedies, awards or judgments paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above) in each case relating to the Mortgaged Properties;

- (c) assigns by way of security all of its rights, title and interest from time to time in all licences held now or in the future in connection with each Mortgaged Property and also the right to recover and receive all compensation which may at any time become payable to the Chargor in relation to each Mortgaged Property;
- (d) assigns by way of security all of its rights, title and interest from time to time in all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on each Mortgaged Property;
- (e) assigns by way of security all of its rights, title and interest from time to time in all guarantees, warranties, bonds and representations given or made or which may be given or made by and any rights or remedies against all or any of the designers, builders, contractors, surveyors, valuers, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures in respect of each Mortgaged Property; and
- (f) assigns by way of security all of its rights, title and interest from time to time in all rental income and disposal proceeds unless already assigned pursuant to Clauses 2(f), 2(g) and 2(h) above in each case relating to the Mortgaged Properties specified therein and the right to make demand for and receive the same,

in each case on terms that the Security Agent shall hold the proceeds of such Security for itself and on trust for the Noteholders, the holders of any Further Issues and the other Secured Parties, subject to the provisions of, and the order of priority provided for in, Clause 18 of the Security Deed; *provided always that*, unless and until an Enforcement Event has occurred (but subject to the terms of the Finance Documents), the Chargor shall be entitled to exercise all its rights and claims under or in connection with the agreements and covenants referred to in Clauses 2(f) to 2(l) above; *and provided further that*, the Security Agent shall not require the Chargor to give any notice of assignment thereof to any Person unless and until an Enforcement Event has occurred.

### **3 Notice of Assignment**

The Chargor shall, following the occurrence of an Enforcement Event, promptly after a request by the Security Agent, serve notice on any person referred to in Clause 2 upon whom the Chargor can be required to serve notice pursuant thereto, in such form as the Security Agent may require.

### **4 Representations, Warranties and Covenants**

The provisions of Clause 9 of the Security Deed apply to this Security Agreement as though they were set out in full in this Security Agreement and given as at the date of this Security Agreement.

### **5 Miscellaneous**

With effect from the date of this Security Agreement:

- (a) the Security Deed will be read and construed as one document with this Security Agreement (but so that the Security created under this Security Agreement will be created on the date of this Security Agreement);
- (b) any reference in the Security Deed to "this Security Deed" or "this Deed" and similar phrases will include this Security Agreement and all references in the Security Deed to any relevant schedule to the Security Deed (or any part of it) will include a reference to the Annex to this Security Agreement (or relevant part of it); and
- (c) the Chargor agrees to all matters provided for in this Security Agreement.

## **6 Governing Law and Jurisdiction**

- 6.1 Governing Law:** This Security Agreement and any non-contractual obligation arising out of or in connection with it shall be governed by, and construed in accordance with, English law.
- 6.2 Submission to Jurisdiction:** The courts of England and Wales are to have jurisdiction to settle any disputes that may arise out of or in connection with this Security Agreement and accordingly any legal action or proceedings arising out of or in connection with this Security Agreement ("**Proceedings**") may be brought in such courts. The Chargor irrevocably submits to the jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Clause 6.2 is for the benefit of the Security Agent and shall not limit its right to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

## **7 Counterparts**

This Security Agreement may be executed in any number of counterparts, and by each party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Security Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

**Annex to Security Agreement**  
**Mortgaged Property**

The whole of the land registered at the Land Registry under the title number listed below, which titles include the individual properties detailed below.


PRN	Unit Name (HR) / Address (YH)	Plot Number	Heylo Acquired Date (Actual)	Pending/Parent Title Number
P013698	Belgrave Village	8.04	31/01/2024	WM838925
P013839	St Mary's Garden Village	337	26/01/2024	HE64017
P012113	Levens View	107	09/02/2024	CU342078

**THIS DEED** has been executed and delivered as a deed on the date stated at its beginning.

**HH NO.5 LIMITED**

*(as Issuer)*

By:


DocuSigned by:  
  
733E6FACE22A4FC...

Name: **Jonathan Paul Conway**

Director/~~XXXX~~, acting on the authority of that company

In the presence of:

**Witness's signature:**

DocuSigned by:  
  
AB585EB2E764400...

Name: **JESSICA MORRIS**

Position/Occupation: **Contracts Manager**

Address:




**x I can confirm I was physically present with the signatory when they signed the document**

U.S. BANK TRUSTEES LIMITED

(as Security Agent)

By two authorised signatories:

DocuSigned by:  
  
45294945441747B.....

Name: **Michael Leong**

Title: **Authorised Signatory**

DocuSigned by:  
  
5C36D99FDB3248D.....

Name: **Kamal Hussein**

Title: **Authorised signatory**